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dwelling house without breaking, with intent to steal, and bring error. Reversed.

Isaac Diggs, of Richmond, for plaintiffs in error.
The Attorney General, for the Commonwealth.

CITY OF NORFOLK *v.* SOUTHERN RY. CO. et al.

Jan. 12, 1915.

[83 S. E. 1085.]

1. Dedication (§ 44*)—Public Use—Sufficiency of Evidence—Ejectment.—In ejectment, wherein a city sought to recover against lessees on the ground that the leases were ultra vires in that the property leased was held by the city, the lessor, in trust for the public, and hence could not be leased for railroad purposes, evidence held insufficient to show any dedication of the land to a public use, where it appeared that for more than 100 years the property had been used for purposes other than that for which it was claimed it had been dedicated, without any objection being made by the city or its inhabitants.

[Ed. Note.—For other cases, see Dedication, Cent. Dig. §§ 85-87; Dec. Dig. § 44.* 4 Va.-W. Va. Enc. Dig. 357; 14 Va.-W. Va. Enc. Dig. 313; 15 Va.-W. Va. Enc. Dig. 262.]

2. Dedication (§ 41*)—Public Use—Presumption.—Merely that property has been used for certain public purposes by a municipality creates no presumption that the municipality has dedicated it to the public or lost dominion over it for other purposes.

[Ed. Note.—For other cases, see Dedication, Cent. Dig. §§ 80, 82; Dec. Dig. § 41.* 4 Va.-W. Va. Enc. Dig. 358; 14 Va.-W. Va. Enc. Dig. 313; 15 Va.-W. Va. Enc. Dig. 262.]

3. Dedication (§ 16*)—Usage—Presumptions—Acts and Declarations.—While the intent to dedicate may be inferred from circumstances connected with a long and uninterrupted user by the public, the owner's acts and declarations indicating intention to dedicate must be unmistakable to have that effect.

[Ed. Note.—For other cases, see Dedication, Cent. Dig. §§ 15-49; Dec. Dig. § 16.* 4 Va.-W. Va. Enc. Dig. 358; 14 Va.-W. Va. Enc. Dig. 313; 15 Va.-W. Va. Enc. Dig. 262.]

4. Municipal Corporations (§ 225*)—Public Property—Lease—Consideration.—The benefits to a city from the location of a deep-water terminus and passenger station on property leased from the city by a railroad company was a sufficient consideration for the lease.

[Ed. Note.—For other cases, see Municipal Corporations, Cent.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

Dig. §§ 626-641, 643; Dec. Dig. § 225.* 10 Va.-W. Va. Enc. Dig. 220; 14 Va.-W. Va. Enc. Dig. 753.]

5. Appeal and Error (§ 1028*)—Harmless Error—Evidence.—Erroneous rulings on evidence are harmless where, if correct rulings had been made, the judgment could not have been different.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 4034; Dec. Dig. § 1028.* 1 Va.-W. Va. Enc. Dig. 592; 14 Va.-W. Va. Enc. Dig. 92; 15 Va.-W. Va. Enc. Dig. 68.]

Error to Circuit Court of City of Norfolk.

Ejectment by the City of Norfolk against the Southern Railway Company and another. Judgment for defendants, and plaintiff brings error. Affirmed.

Geo. C. Cabell, of Norfolk, *S. S. Field* and *Geo. A. Frick*, both of Baltimore, and *G. A. Williams* and *Geo. Pilcher*, both of Norfolk, for plaintiff in error.

Williams, Tunstall & Thom, of Norfolk, *W. B. McIlwaine*, of Petersburg, and *D. Tucker Brooke*, of Norfolk, for defendants in error.

CARSON *v.* J. L. MOTT IRON WORKS.

Jan. 12, 1915. Rehearing Denied Jan. 27, 1915.

[84 S. E. 12.]

1. Partnership (§ 123*)—Contracts of Guaranty—Evidence.—Evidence held to sustain a finding that a partner expressly authorized a contract of guaranty in the name of the firm so as to bind him.

[Ed. Note.—For other cases, see Partnership, Cent. Dig. § 188; Dec. Dig. § 123.* 10 Va.-W. Va. Enc. Dig. § 897.]

2. Guaranty (§ 56*)—Principal and Surety—(§ 104*)—Discharge of Surety—Extension of Time for Payment.—A surety for or a guarantor of a debt is discharged, where the time of payment is extended for a definite period, without his consent, by a binding agreement between the creditor and the principal debtor.

[Ed. Note.—For other cases, see Guaranty, Cent. Dig. § 67; Dec. Dig. § 56; Principal and Surety, Cent. Dig. §§ 186-190, 193-195, 197-199, 200; Dec. Dig. § 104.* 6 Va.-W. Va. Enc. Dig. 781; 14 Va. W. Va. Enc. Dig. 500; 15 Va. W. Va. Enc. Dig. 449.]

3. Guaranty (§ 56*)—Discharge of Guarantor—Extension of Time for Payment.—A firm guaranteed all accounts a corporation might make with a certain creditor who accepted the guaranty. After the maturity of a debt due from the corporation to the creditor, the corporation gave a note therefor, payable within two months, and on

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.